

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 80		
2. CONTRACT NO.		3. SOLICITATION NO. DTRS57-02-R-20021		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 08/01/2002		6. REQUISITION/PURCHASE NUMBER 76-3321	
7. ISSUED BY U.S. DOT/RSPA/Volpe Center 55 Broadway Cambridge MA 02142				CODE DTS-852		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 1500 ET local time 09/20/2002
(Hour) (Date)

CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Guy Hillman	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 617	NUMBER 494-3401	EXT. hillman@volpe.dot.gov

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OFFER (Must be fully completed by offeror)

NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER EXT.			

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TOTAL ESTIMATED COST AND FIXED FEE (DEC 1998)

Provide the necessary personnel, facilities, services, equipment and materials to perform those activities which are specified under Section C - Statement of Work. This includes reports and other products.

Total Estimated Cost	\$	*	_____	*
Fixed Fee	\$	*	_____	*
Total CPFF	\$	*	_____	*

B.2 CONTRACT LINE ITEMS

CLIN

0001 Technical support for specialized engineering services in areas of Structures and Mechanics

0001A Cost Plus Fixed Fee-Completion

0001B Cost Plus Fixed Fee-Term

B.3 CONTRACT SCOPE (MAY 1999)

The Contractor, acting as an independent Contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services required under this contract and its subsidiary task orders. The scope of this effort is defined in the Statement of Work (SOW). Specific requirements will be stated in individual task orders.

B.4 CONTRACT TYPE - COST-PLUS-FIXED-FEE (OCT 2001)

A. This is an indefinite delivery/indefinite quantity (IDIQ) task order contract. Request for services will be placed under this contract through the issuance of task orders.

B. Individual cost-plus-fixed-fee task orders will be issued on a completion type basis pursuant to FAR 16.306 (d)(1) whenever possible. If a completion type task order is not appropriate, a term type task order may be issued, pursuant to FAR 16.306(d)(2).

B.5 CONTRACT LIMITATIONS (OCT 2001)

A. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall no exceed [*insert dollar amount].

B. Minimum Guarantee: The guaranteed minimum is [*insert dollar amount] for this contract. * To be filled in at award.

B.6 LEVEL OF EFFORT - IDIQ

- (a) The level of effort estimated to be ordered during the term of this contract is 29,500 hours of direct labor including authorized subcontract labor, if any. The level of effort is expected to occur evenly over the contract term. The Contractor shall not, under any circumstances, exceed 100% of the total level of effort specified in this basic contract. The estimated composition of the total hours of direct labor by classification is as follows:

Labor Category	Hours
Program Manager *	3,000
Senior Engineer*	17,000
Engineer *	6,500
Junior Engineer/Technician	3,000
Total	29,500

* denotes Key Personnel labor categories

(b) Either clause FAR 52.232-20, "Limitation of Cost" or FAR 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(c) In the event that less than 100% of the established level of effort of the basic contract is actually expended by the completion date of the contract, the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort, provided that any such continuation is completed within six (6) months after the end of the term of the contract;
or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) An estimated level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COTR and the office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed 75% of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only, i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the contract, shall be entirely within the discretion of the Contracting Officer.

(2) In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COTR:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than 100% of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals 100% of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by 10% or less, but does not exceed the estimated cost of the order; the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

B.7 PAYMENT OF FIXED FEE - IDIQ

(a) The fixed fee specified in Section B of this contract represents the maximum fee that shall be paid under this contract. This fee shall be paid, subject to any adjustment required by other provisions of this contract, in installments at the time of each provisional payment for reimbursement of allowable cost. This clause addresses payment of fixed fee for both term and completion form task orders.

(b) A fixed fee shall be established for each task order issued under this contract. The fixed fee established shall be in direct ratio to the total contract fixed fee as the level of effort (direct man-hours) established in the task order is to the total contract level of effort (direct man-hours). The amount of each installment payment of fixed fee shall be in direct ratio of the total contract fixed fee as the net direct labor hours expended during the period is to the total contract level of effort (direct man-hours).

(c) Completion Orders. The Contractor is entitled to the full amount of fixed fee upon the acceptable completion of the task order.

(d) Term Orders. No fee shall be paid under term form orders for hours not performed.

(e) Withholding. As provided in the clause entitled, Fixed Fee (FAR 52.216-8), the Contracting Officer hereby withholds 15% of all fixed fee payable under the contract up to the stated maximum of \$100,000. Invoices submitted under the contract shall indicate fixed fee withheld.

(f) The terms of this clause and of FAR 52.216-8 apply to the total fixed fee specified in Section B of the contract rather than to the individual orders placed hereunder.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1. INTRODUCTION

The Volpe National Transportation Systems Center (Volpe Center), an agency of the U.S. Department of Transportation (DOT), supports the modal administrations of the (DOT) through the conduct of engineering studies and research and development activities necessary to evaluate and improve transportation safety and performance. In addition to programmed studies in support of the Federal Railroad Administration (FRA), the Federal Transit Administration (FTA), Federal Aviation Administration (FAA) and the Research and Special Programs Administration (RSPA), the Volpe Center is frequently called upon to conduct short-term quick turnaround investigations of specific problems in the general area of Structures and Mechanics. Specific tasks may range from detailed studies of specific components' structural behavior, to investigations related to an entire class of fleets, structural assemblies and operating systems. In the future, the Volpe Center may also be called upon to provide similar support to the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA), and the United States Coast Guard (USCG).

Technical support is sought for specialized engineering services in areas of Structures and Mechanics for work requirements which cannot be specified precisely at the present time. As work requirements become identified and formulated, the contractor will be expected to assign qualified personnel with sufficient experience and ability in the study area to understand the problem quickly and to formulate and carry through an effective approach to its solution.

C.2. OBJECTIVES

The objective of this task order type contract is to provide engineering support and data to the Volpe Center technical staff through the performance of individual Task Order (TOs) in the general technical area of Structures and Mechanics. Conduct of these tasks will permit the Volpe Center to respond rapidly and effectively to needs for engineering support by DOT's modal agencies in response to typical exigencies related to transportation safety and performance. Achievement of the objective requires that the contractor supporting the research must possess expertise, experience, and a highly skilled core staff with specialized capabilities in: interpretation of time-series loadings in terms of peak amplitude or range exceedances, theory and application of finite-element methods including geometric and material nonlinearities; stress, deflection, and stability analyses of structures; impact and penetration mechanics; metallurgical behavior of materials including composites; advanced analysis methods for plate and shell structures; American Society for Testing and Materials (ASTM) standard laboratory practices for mechanical testing; failure analysis structures/components, nondestructive test and evaluation (NDT and NDE), structural dynamics and dynamic behavior of mechanical systems, risk assessment and reliability analysis, service load environment data acquisition and their statistical characterization, relevant field test techniques for load and deformation measurements, and the conduct of lab and full scale field tests for structural and material behavior assessments.

C.3.SCOPE

The contractor shall either directly or through subcontractor support perform those analytical and experimental investigations necessary to support the objectives given above. This is a Task Order/TO type solicitation aimed at procuring quick-turnaround technical response and support. The contractor is expected to apply the best available data and technology to developing solutions to specific problems within the period of performance of each TO.

C.4. DETAILED ITEMS OF WORK

The contractor shall provide the personnel, services, materials, facilities, and equipment necessary to perform the work specified in the task areas below:

Task Area 1 - Service Load Definition and Characterization

The contractor shall determine the service loads to which systems and components are subjected under their respective operating conditions. Load definition includes the preparation of nominal anticipated service life load histories in terms of multi-parameter spectra. Three-parameter representations for each significant load or stress component will generally be required, viz: mean-amplitude or range-ratio, plus cross-correlation. Both deterministic and random (probabilistic) loading representations will be employed.

In dealing with random loads, the contractor must have experience with time series statistics and models for the treatment of stationary and transient processes, including the reduction of field test data to obtain level and peak exceedance curves by means of digitizing and discriminating analog data, interpretation of rainflow or threshold peak count data, etc. The contractor will also be expected to preprocess such data to identify trends, transients, outliers, gage/circuit dropouts, and data acquisition anomalies.

The contractor shall be able to determine the effect of environment and operation induced changes on loads, based on knowledge of the mechanics of interaction between structural systems and components and their environments. Examples include the effects of changing load environment on rail vehicles due to substructure degradation and guideway anomalies, characterization of high-speed vehicle/guideway dynamic loads and stresses applicable to both conventional rail as well as Maglev systems, assessment of aircraft gust or maneuver loads, eddy-current braking effects on rail stability and on rail head adhesion forces, thermal loads, seismic load spectra definition, and the effects of wave mechanics on marine vehicles and offshore structures.

The contractor must also be able to estimate peak levels and time durations of abnormal loads which may be imposed on structures, e.g., due to earthquakes, in train-to-train or ship-to-ship collisions, in aircraft crashes, and in ballistics penetrations.

Task Area 2 - Analysis of Structural Systems and Assemblies

The contractor shall perform analyses of the response of structures to the service load environment. Such analyses shall include displacements, component-to-component transfer loads, component nominal stresses, stability analyses, and estimation of collapse loads and collision/crash energy absorption capability under both static and dynamic conditions. Examples of such analyses are loads and stresses in freight and high speed rail vehicle truck frames and mechanical equipment, rolling and contact stresses on guideway rails, resistance of railroad tank car shells to penetration,

aircraft wing/spar stress limits, and thermally induced buckling of rails due to constrained expansion. The contractor must be able to employ both numerical (finite-element) and classical methods of analysis, and must be sufficiently familiar with the fundamental principles of such analyses so as to be able to formulate new approaches/analyses as required.

Task Area 3 - Stress, Wear, Fatigue and Failure Analysis of Components

The contractor shall perform analyses of detailed states of stress and strain within structural components. Such analyses may include geometric, contact, and material nonlinearities, elastic-plastic behavior, calculation of stress intensity factors, and use of fracture theory to calculate component failure stresses. Examples of such analyses include the plastic flow of rail-heads, aircraft landing gear fatigue life estimates, determination of the change in residual stresses induced by accidental drag-brake overheating of rim-quenched railroad car wheels, estimation of component energy absorption capability in collisions or crashes, prediction of crack initiation and propagation of adversely loaded pipelines, and micro-buckling of composite filaments.

Task Area 4 - Test Support for Field and Laboratory Investigations

The contractor shall perform laboratory mechanical tests to support the objectives of the analyses described in Tasks 1 through 3. Such testing may include static, dynamic and fatigue tests, tests for mechanical properties of materials including composites, tests to destruction of small components and subassemblies to determine nonlinear collapse and failure characteristics, metallurgical evaluations of material micro-structural characteristics, and nondestructive testing/evaluation diagnostics.

The contractor shall develop experiment designs and perform support tasks for full-scale experiments within the scope of the Structures and Mechanics area. Experiment design includes measurement definitions and requirements, instrumentation locations and specifications, and the complete statistical design of the experiment including data acquisition and test logistics. Field experiment support requires capabilities for actual test conduct and for the performance of post-test data reduction, processing, and analysis. The contractor will be expected to work independently or in coordination with other organizations where field tests are involved. Such tests may be conducted by government organizations at government test facilities, or by government/industry teams working in an actual revenue service operating environment.

Task Area 5 - Risk Assessment, Analysis and Management of Transportation Structures

The contractor shall perform probabilistic risk analyses (PRA) on specified transportation structures; e.g. railroad track, aircraft structures, ocean vessels (ship hulls), soil embankments or highway/railway bridges to determine the probability of adverse events and the consequence of their occurrence. The PRA shall employ prior structural reliability and risk assessments (SRRA) based on failure mode analysis, estimated or calculated component structural capacity, and the predicted or measured load spectra imposed on the structure. The SRRA shall quantify and take into consideration the uncertainty in measuring the existing condition of the structural system, subsystem or component; the environment (including climatic and service conditions) and improvements from normal maintenance or up keep on the system. Results of the PRA shall be used to:

- Quantify component or system safety
- Determine component degradation rates
- Establish inspection requirements and
- Examine influence of component performance on overall system safety

The contractor shall, as required, identify data requirements and sources, develop plans and strategies to collect and reduce field data and to execute those strategies to provide the Volpe Center with the information required to meet specific sponsor goals. For new systems where data is unavailable, the contractor shall identify and/or develop and perform the theoretical analyses and tests (in conjunction with Task Areas 1-4) that will provide usable results for the PRA.

Task Area 6 - Structural Dynamics and Dynamic Performance

The contractor shall develop and perform analyses to evaluate the dynamic behavior and performance of transportation vehicles and systems subject to their complex load environment. Examples of such analyses include computer simulations of railway vehicles to study the motions of and forces on various vehicle components (i.e. wheelsets, truck frame, carbody), various vehicle suspension elements (possessing linear and nonlinear characteristics), and track components. A variety of railroad vehicles, designed for use in passenger service or freight operations, may be selected to be analyzed for a range of operating scenarios and track conditions. The contractor shall develop and exercise models appropriate to assess the safety (including the risk of derailment, ride quality, and forces that may result in damage or failure of vehicle or track components) associated with operation of these vehicle/track configurations. As required, model results shall be validated and compared to benchmark cases and test data, and used to extrapolate and understand the safety implications of measurements made in the field. The contractor (in line with Task 4 requirements) may be requested to develop and conduct tests to evaluate the vehicle-track interaction performance of a particular system. The contractor may also be requested to analyze, interpret and assess field test measurements such as wheel force data, truck and carbody acceleration, and track/guideway geometry measurements applicable to both conventional and non-conventional (i.e. Maglev) systems.

Model and test results may be used to assess the margin of safety of a particular system design, to address safety concerns related to vehicle-track interaction, to evaluate the influence of a particular parameter (wheel profile, rail profile, track geometry variation, suspension stiffness, etc.) on safety performance, to develop methodologies and criteria for evaluating systems, and to determine characteristics of suspension system components, track layout and geometry variations, maximum operating speeds of trains, inspection requirements and maintenance limits to keep operations within acceptable safe limits and optimize performance.

C.5. TECHNICAL REPORTS

1) Each TO will be culminated by one of two types of reports, denoted as letter type or technical, unless otherwise specified in the TO. The letter type will be used primarily for smaller tasks such as data verification analyses, field support visits, task planning documents, literature searches, study plans, conference planning documents, and schedules. The technical report will be used for major tasks and may include earlier letter reports as subsections. The technical report will be in a form suitable for publication in accordance with the latest DOT "Contractor Report Exhibit" made a part of this contract. TOs may also culminate in delivery of test data, software

programs (see C.8), or mechanical hardware/instrumentation/equipment as specified by the TO.

2) The TO will specify the type of deliverable, the number of copies required and the dates of delivery completion. The reports submitted shall be subject to review and approval by the Volpe Center Technical Monitor, and if necessary will be modified and resubmitted.

C.6. MANAGEMENT REPORT

The Contractor shall prepare and submit three (3) copies of a Monthly Summary Status Report, in a format to be supplied by the Contracting Officer, and shall contain the following:

1) A brief description of the progress on each TO. It shall describe the work accomplished during the reported month, problem areas encountered, corrective actions taken and work planned for next reporting period.

2) A listing of all TO's assigned, and, for each TO: completion dates scheduled, status as to open or complete, professional labor allocation, and hours expended during reported month, cumulative hours expended on that TO, dollar amounts allocated, monthly dollar amounts expended, cumulative amounts expended with regard to each TO, and the aggregate amount for the contract. The report will highlight any problem areas with respect to project expenditures relative to budget, progress relative to schedule, or overall resource allocation.

C.7. MEETINGS AND ORAL PRESENTATIONS

The Contractor shall meet with the Volpe Center Technical Monitor at regular intervals to discuss the status of the work and make oral presentations. Additional meetings, at the request of the Technical Monitor may be required based on each TO's requirements. Such additional meetings may be held at the Volpe Center, contractor's facility, or elsewhere as the situation warrants. The Contractor shall furnish the Technical Monitor with a minimum of two (2) sets of hard copies of visual aid materials used in the regular status reviews, and four (4) sets of hard copies of visual aid materials used in the special meetings.

C.8. DOCUMENTATION OF COMPUTER PROGRAMS

1. The Contractor shall document the results of all software and computer program developments and deliver the final codes, accompanied by appropriate user instructions, in the form of technical reports for each TO or as otherwise required. All software and computer programs shall be demonstrated on appropriate computers as agreed to by the Volpe Center Technical Monitor. New programs/codes shall be in a standard language as requested by the Volpe Center Technical Monitor. Modifications to existing programs are to be coded according to existing program standards and changes to existing documentation shall conform to existing documentation standards. Source programs shall be delivered on a medium (e.g., diskette, electronic file, CD-ROM, etc) specified in the TO by the Volpe Center Technical Monitor. If so required, the Contractor shall demonstrate successful implementation and sample program solutions on a Volpe Center system prior to acceptance of the final code.

2. If any task involves any aspect of development of computer programs or automated data systems, the Contractor may be required to furnish documentation according to the guidelines of FIPS PUB 38 entitled "Guidelines for Documentation of Computer Programs and Automated Data Systems" to the level specified in the TO. A copy of the FIPS PUB 38 entitled "Guidelines for Documentation of Computer Programs and Automated Data Systems" is referenced in Section J and made a part of this contract.

3. Should any of the programs utilized in a specific TO study be leased, procured, or obtained under license by the Contractor for delivery to the Volpe Center under this contract, the Contractor shall, at a minimum, document the source, name and number of the program, input and output variables including data file modules, and licensing restrictions.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (MAY 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (MAY 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT.	MAY 2001
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT.	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES.	APR 1984

E.2 GOVERNMENT REVIEW AND ACCEPTANCE (MAY 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items Rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER. (AUG 1989) ALTERNATE I	APR 1984
52.247-34	F.O.B. DESTINATION.	NOV 1991

F.2 PERFORMANCE PERIOD - (MAY 1999)

(a) This contract shall become effective on the date of the contract is award. The ordering period is four(4) years from the effective date of the contract. Also see the clause in Section I entitled, Ordering (FAR 52.216-18).

(b) The performance period shall continue until the date specified in the clause in Section I entitled Indefinite Quantity (FAR 52.216-22).

(c) Individual task orders will specify a beginning date (OF 347, Block 1) and an ending date (Section F therein). Costs incurred prior to the beginning date or after the ending date shall not be directly allowable without the written consent of the Contracting Officer via formal modification to the Task Order.

F.3 CONTRACT PROGRESS REPORT - (MAY 1999)

A. A Contractor which has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the Contracting Officer or his designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain the following information:

(1) A listing of all new task orders accepted for the preceding month, including, for each:

- a. Task order number and date of issuance;
- b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
- c. Amount obligated under task order;
- d. Total potential task order amount (including options);

- e. Key milestones (including date of first and last deliverable);
 - f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
 - g. Type of task order (i.e., FFP, CPFF, CPAF); and
 - h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.
- (2) A listing of all ongoing task orders (excluding those from paragraph (1) above) including:
- a. task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - d. Estimated percentage of work yet to be completed on the task order;
 - e. Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
 - f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.
- (3) A listing of all completed task orders, including:
- a. task order number and date of issuance;
 - b. Number and value of modifications issued for the task order;
 - c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
 - d. Total dollar amount of task order, including modifications;
 - e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
 - f. Any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
 - g. Status of performance evaluation comments.
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.
- D. The data required in paragraphs (A) through (C) above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.4 MONTHLY TASK ORDER PROGRESS REPORTS - (MAY 1999)

A monthly progress report shall be submitted for all ongoing task orders. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.

C. Detailed technical description of the work planned for the next reporting period.

D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.

E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.5 MONTHLY TASK ORDER COST REPORTS - (MAY 1999)

Monthly cost reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task including subcontract hours, and (2) elements of cost by direct loaded labor dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be disclosed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT. The Volpe Center may require that the report be submitted in a designated format.

F.6 TECHNICAL REPORTS - TASK ORDER CONTRACTS (SEP 1999)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report may be required for major tasks and may include earlier letter type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) or Task Order COTR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.7 REPORTS OF WORK - REPORT DISTRIBUTION - (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "Printing."

A. Contract Progress Report:

1 copy Contracting Officer or Administrative Contracting Officer(ACO)
1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly task order Progress Reports:

1 copy CO/ACO
1 copy COTR
1 copy task order COTR (as applicable)

C. Monthly task order Cost Reports:

1 copy CO/ACO
1 copy COTR
1 copy task order COTR (as applicable)

D. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.8 DOCUMENTATION OF COMPUTER PROGRAMS (DEC 1998)

The Contractor shall document the results of all computer program development, and where called for in a technical task director, deliver the final codes in executable form accompanied by appropriate support documentation. Standards, guidelines and procedures will be specified by the Volpe Center Contracting Officer's Technical Representative (COTR) with respect to production of all computer software and support documentation, delivery of software to the Volpe Center, and acceptance testing by the Volpe Center. If any task involves any aspect of development of computer program or automated data systems, the Contractor may be required to furnish documentation according to the guidelines of FIPS PUB 38 entitled "Guidelines for Documentation of Computer Programs and Automated Data Systems" to the level specified in the technical task directive. A copy of the FIPS PUB 38 is attached to Section J and made a part of this contract.

When the technical task directive specifies the "Transitional Form for Describing Computer Magnetic Tape File Properties", the FIPS PUB 53, attached to Section J and made a part of this contract, will be utilized.

F.9 RIGHTS IN DATA (DEC 1998)

All data first produced in the performance of this contract, including software, shall be delivered with unlimited Government rights, unless otherwise agreed to in writing by the Contracting Officer when granting permission to establish claim to copyright as required by FAR 52.227-14(c).

F.10 WARRANTIES - (MAY 1999)

With respect to equipment or supplies acquired under this contract, title of which will pass to the Government, the Contractor shall ensure that any warranties, together with rights to replacement, service, or technical assistance, shall run to or automatically be assigned to the Government.

F.11 LICENSES - (SEP 1999)

With respect to any computer software, databases or other licensed product, acquired for use by to the Government, the Contractor shall ensure that the license, together with any associated rights, shall run to or automatically be assigned to the Government.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 ORDERING - (MAY 1999)

A. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically task orders on Optional Form 347 or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Designated Administrative Contracting Officers

B. A Standard Form 30 will be used to modify task orders.

C. An authorized representative of the Contractor shall acknowledge receipt of each task order within three (3) calendar days thereof.

D. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price as applicable. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

E. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

G.3 ACCOUNTING AND APPROPRIATION DATA - (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.4 INCREMENTAL FUNDING OF TASK ORDERS (OCT 2001)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a term form task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$__TBD__ by \$__TBD__ to \$__TBD__. The amount allotted to the estimated cost is increased from \$__TBD__ by \$__TBD__ to \$__TBD__. The amount obligated for the fixed fee/award fee is increased from \$__TBD__ to \$__TBD__. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The estimated level of effort applicable to the incremental funding provided herein is __TBD__ professional labor-hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through __TBD__.

B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$_____ by \$_____ to \$_____. The amount allotted to the estimated cost is increased from \$_____ by \$_____ to \$_____. The amount obligated for the fixed fee/award fee is increased from \$_____ to \$_____. This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in _____.

G.5 PAYMENT AND CONSIDERATION - COST-PLUS-FIXED-FEE (MAY 1999)

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.6 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS - (MAY 1999)

A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit

to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.7 PAYMENT OF FEE - COST-PLUS-FIXED-FEE - (OCT 2001)

A. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

B. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the Task Order. Direct professional labor hours include only the labor categories specified for the Task Order such as engineers, scientists, technicians, statisticians, and programmers and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

(1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the Task Order has been expended. If fewer direct labor hours are provided than set forth in the Task Order, the fee will be adjusted downward for each hour not provided.

(2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90% of the level of effort specified in the Task Order has been expended. If the Contractor provides less than 90% of the level of effort specified in the Task Order, the fixed fee will be adjusted downward based on each hour not provided of the full level of effort specified. The Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the Task Order until the estimated cost has been reached without any increase in the fixed-fee.

C. For completion-type tasks if a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the Contracting Officer. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed

fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).

D. Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.8 PERFORMANCE EVALUATIONS (DEC 1998)

A. Performance evaluations shall be done for each completed task order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.9 VOUCHER REVIEW - (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.10 COST ACCOUNTING SYSTEMS - (MAY 1999)

A. Cost Accounting System

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

B. Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

C. Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. An Offeror/subcontractor may include uncompensated overtime in its cost

proposal only if the practice is consistent with its established accounting practices.

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The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their contract proposals may utilize this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the Contracting Officer's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the Contractor's task order proposal dated _____ in which, of the total _____ hours required, _____ hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime Contractor: _____

Division: _____

Task order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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During performance, the Contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the Contractor anticipates that the ratio will not be achieved by the completion of the task order, the Contractor shall notify the Contracting Officer in writing, identifying the expected shortfall. The Contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the Contractor fails to provide such notice sufficiently in advance, the Contracting Officer at his/her sole discretion shall have the option of:

- (1) extending the term of the task order and requiring that the Contractor provide the total level of effort at no extra cost to the Government, or

- (2) reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The Contractor shall indicate on his invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

G.11. RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order. The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 ISSUANCE OF TASK ORDERS (OCT 2001)

(a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a

specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Type of Task Order Term or Completion
3. Statement of the problem.
4. Scope of work effort.
5. Reporting requirements.
6. Time schedule of performance.
7. Estimated level of effort to be expended.
8. Estimated cost.
9. Required signature.
10. Delivery, inspection and final acceptance points.

(b) If a Task Order will culminate in a report the TO will specify the type of report and format required.

H.4 SALES TAX EXEMPTION - (SEP 1999)

A. The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.

B. The Contractor may be provided with Tax Exemption certificates for the purpose of obtaining an exemption under this procurement for materials and equipment purchased under this procurement. Notwithstanding the terms of the Federal, State, and Local Taxes clause, the Contractor shall state separately on its vouchers the amount of state sales tax, and the Government agrees to either to pay the amount of the tax to the Contractor or, where the amount of the tax exceeds \$250.00 to provide evidence necessary to sustain the exemption.

H.5 INCIDENTAL HARDWARE/SOFTWARE (DEC 1998)

The acquisition of incidental hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.6 LEVEL OF EFFORT NOTIFICATION (DEC 1998)

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level established for that task order;

(2) The level of effort required to perform a particular task order will be greater than the level of effort established for the task order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.7 HANDLING OF DATA - (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her

employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.8 TECHNOLOGY UPGRADES/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to

save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;

(4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);

(5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and

(6) Any effect on the task order completion time or delivery schedule shall be identified.

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) will be tested, where and when the item(s) will be tested, to whom the item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.9 MAXIMUM FEE/PROFIT (SEP 1999)

A. Contractors shall propose an appropriate rate of fee depending on the risk associated with a cost-plus-fixed-fee contractual arrangement and the nature of the work in the task order. However, the proposed task order fixed fee shall not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.*** For term type tasks, an overall hourly fee will be determined by dividing the total fixed fee proposed by the direct professional labor hours required.

B. Contractors shall propose an appropriate rate of available award fee depending on the risk associated with a cost-plus-award-fee contractual arrangement and the nature of the work in the task order. In accordance with Paragraph G.7, Payment and Consideration, the base fee shall be 0%. The proposed award fee available under the task order shall not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

C. For noncompetitive task orders issued on firm-fixed-price basis, Contractors shall propose an appropriate profit based on the risk associated with that contract type and the nature of the work in the task order. The proposed profit included in the firm-fixed-price shall not exceed an amount that is the sum of (1) _____* percent of the prime Contractor's labor and any resulting direct cost expected to be incurred as a result of that labor** and any indirect cost applied and (2) _____* percent of all other direct and indirect cost proposed for the task resulting from other than the prime Contractors effort.***

*to be filled in at the time of award of the contract, based on Contractor's proposal, see Section L of this RFP.

** administrative or support categories accounted for as direct in accordance with approved accounting system such as secretarial support, word processing, and contract administration; and other direct cost such as travel incurred by the prime Contractor, computer usage charges, and postage.

*** Generally equipment, materials, subcontracts, and any indirect cost applied and other direct cost incurred such as subcontract administration.

H.10 SUBCONTRACT APPROVAL (DEC 1998)

A. The Contractor's subcontracting plan dated [to be completed at time of award for other than small business concerns] in support of this Contract, is hereby approved and incorporated herein. The Contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan, or for small business firms the Contractor originally proposed as subcontractors.

B. Since this is indefinite-delivery/indefinite-quantity (IDIQ) contract, most subcontracts for professional labor shall also be placed on an IDIQ basis. Only first-tier subcontractors are allowed unless the Contractor can provide a strong technical rationale for inclusion of a second-tier subcontract and demonstrate what steps have been taken to prevent layering of costs and profit.

C. The Contractor shall follow the procedures specified in Part 44 of the FAR and FAR clauses 52.244-1 and 52.244-2 when providing advance notification or requesting consent to new subcontracts. New subcontracts may be necessary for professional labor in cases where it is clearly evident to the Contracting Officer that the proposed new subcontract will provide a capability that is both required to perform work described in the contract and is not available from any of the Contractor's existing team of subcontractors. In such cases, task order proposals must include at least 75% (labor hours) of the Contractor's current team (the prime and previously-consented-to subcontracts). The remaining 25% may include new subcontracts which have not been previously consented to. task order proposals failing to comply with this minimum will be rejected.

H.11 EXCLUSION FROM FUTURE GOVERNMENT CONTRACTS (DEC 1998)

A. Work under this contract may provide the Contractor with access to advance information about future Government procurements, which information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements, or the preparation of specifications, for various systems, equipment, hardware, and/or software. In order to prevent a potential bias, unfair competitive advantage, or other potential conflict of interest, the Contractor shall be subject to the following restrictions:

(1) The Contractor shall be excluded from competition for, or award of, any Government contract for which, in the course of performance of this contract, the Contractor has received advance procurement information which has not been made generally available to other persons or firms.

(2) The Contractor shall be excluded from competition for, or award of, any Government contract for which the Contractor actually assists in the development of the Request for Quotation, Cost Estimate, Specifications, or Statement of Work.

(3) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the evaluation of system requirements, systems definitions, or other products developed by the Contractor under this contract.

(4) The Contractor shall be excluded from competition for, or award of, any Government contract which calls for the construction or fabrication of any system, equipment, hardware, and/or software for which the Contractor participated in the development of requirements or definitions pursuant to this contract.

B. This clause shall not exclude the Contractor from performing work under any amendment or modification to this contract or from competing for an award for any future contract for work which is the same or similar to work performed under this contract.

C. The term "Contractor" as used in this clause includes any person, firm or corporation which has a majority or controlling interest in the Contractor or in any parent corporation thereof, and any person, firm or corporation in or as to which the Contractor (or any parent or subsidiary corporation thereof) has a majority or controlling interest. The term also includes the corporate officers of the Contractor, and those of any corporation (or any parent or subsidiary corporation thereof) which has a majority or controlling interest in the Contractor.

D. The Government may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government.

E. The exclusions contained in this clause shall apply for the duration of each task order and for two (2) years after completion and acceptance of all work performed thereunder.

F. If any provision of this clause excludes the Contractor from competition for, or award of, any contract, the Contractor will not be permitted to serve as a subcontractor, at any tier, on such contract.

G. This clause shall be incorporated into any subcontracts awarded under this contract unless the Contracting Officer determines otherwise.

H. From time to time, the Center contracts for technical support services to be performed primarily on-site at the Center in Cambridge, MA. These contracts furnish institutional and programmatic support to many of the same projects that other Contractors will eventually work on. It is anticipated that the on-site technical support services Contractors will have day-to-day involvement in Center projects that will provide them with advance, non-public information on upcoming competitions. If one of these Contractors were also awarded a separate contract, it could have an unfair competitive advantage over other Contractors. To avoid creating such an unfair competitive advantage, a Contractor awarded one of the on-site support services contracts will be precluded from receiving another Volpe contract, either at the prime contract or subcontract level. This exclusion will also be set forth in the on-site support services contracts. Subcontractors to one of the on-site support services Contractors will not be per se excluded from receiving a separate contract. In such a case, the prime Contractor will be expected to take mitigating actions to assure that it obtains no unfair competitive advantage either as a result of being a subcontractor to one of the on-site support services Contractors, or as a result of subcontracting with a firm that is a subcontractor to one of the on-site support services Contractors.

I. After award, teaming/subcontracting among Contractors competing at the task order level will not be allowed. Proposals involving such teaming arrangements will be eliminated from consideration.

H.12 TASK ORDER LIMITATIONS (DEC 1998)

(a) The issuance of Task Order(s)(TO)hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.

(b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be

applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

(c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52.232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a TO, the provisions of the appropriate clauses shall apply to each work order as if it were a TO.

H.13 INSURANCE (DEC 1998)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below, such insurance to specifically include liability assumed by the Contractor under this contract.

(1) Workman's compensation insurance as required by law of the State.

(2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

(3) Property damage liability with a limit of not less than \$100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS.	DEC 2001
52.203-3	GRATUITIES.	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES.	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT.	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES.	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY.	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY.	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.	JUL 1985
52.215-2	AUDIT AND RECORDS - NEGOTIATION.	JUN 1999
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS.	DEC 1998
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT.	FEB 2002
52.216-8	FIXED FEE	MAR 1997
52.216-18	ORDERING(Fill-in) para. (a): from date of award through four (4) years.	OCT 1995)
52.216-19	ORDER LIMITATIONS. Order Limitations (fill-ins) Para. (b): less than \$2,500 Subpara.(b)(1):\$1,000,000 Subpara.(b)(2):\$1,000,000 Subpara.(b)(3): 7 days Subpara.(d): 7 days	OCT 1995
52.216-22	INDEFINITE QUANTITY Para(d):six months after the end of the term of the contract	OCT 1995
52.217-8	OPTION TO EXTEND SERVICES.	NOV 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS.	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN 2002
52.219-16	Liquidated Damages -- Subcontracting Plan	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.	MAY 2001

52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING. Fill in para.(2)(b) 10%	OCT 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS. para(a): does not exceed \$0.00	JUL 1990
52.222-3	CONVICT LABOR.	AUG 1996
52.222-26	EQUAL OPPORTUNITY.	FEB 1999
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.	DEC 2001
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES.	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	Apr 1998
52.223-6	Drug-Free Workplace	May 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING.	OCT 2000
52.225-3	BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT - ISRAELI TRADE ACT - BALANCE OF PAYMENTS PROGRAM.	FEB 2002
52.227-1	AUTHORIZATION AND CONSENT.	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.	AUG 1996
52.227-3	PATENT INDEMNITY.	APR 1984
52.227-12	PATENT RIGHTS-RETENTION BY THE CONTRACTOR(LONG FORM)	JAN 1997
52.227-14	RIGHTS IN DATA - GENERAL.	JUN 1987
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS.	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS.	APR 1998
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES.	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS.	NOV 1999
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS.	APR 1984
52.232-17	INTEREST.	JUN 1996
52.232-20	LIMITATION OF COST.	APR 1984
52.232-22	LIMITATION OF FUNDS.	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS.	JAN 1986
52.232-25	PROMPT PAYMENT.	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION.	MAY 1999
52.233-1	DISPUTES.	DEC 1998
52.233-3	PROTEST AFTER AWARD.	AUG 1996
52.239-1	PRIVACY OR SECURITY SAFEGUARDS.	AUG 1996
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS.	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS.	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS.	JAN 1997
52.242-13	BANKRUPTCY.	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT. (AUG 1987) ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS. (AUG 1998) ALTERNATE II	AUG 1998
52.445-1	PROPERTY RECORDS	Apr 1984
52.244-5	COMPETITION IN SUBCONTRACTING.	DEC 1996
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM).	APR 1984
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS).	JAN 1986
52.245-19	GOVERNMENT PROPERTY FURNISHED AS IS.	APR 1984

52.246-25	LIMITATION OF LIABILITY - SERVICES.	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT).	SEP 1996
52.249-14	EXCUSABLE DELAYS.	APR 1984
52.251-1	GOVERNMENT SUPPLY SOURCES.	APR 1984
52.253-1	COMPUTER GENERATED FORMS.	JAN 1991
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS.	JAN 1997

I.2 II TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12)

NUMBER	TITLE	DATE
1252.223-71	ACCIDENT AND FIRE REPORTING.	OCT 1994
1252.237-70	QUALIFICATIONS OF EMPLOYEES.	OCT 1994
1252.242-72	DISSEMINATION OF CONTRACT INFORMATION.	OCT 1994
1252.245-70	GOVERNMENT PROPERTY REPORTS.	OCT 1994

I.3 1252.215-70 KEY PERSONNEL AND/OR FACILITIES. (OCT 1994)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

(b) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify, in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer may ratify, in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract: Program Manager, Senior Engineer, and Junior Engineer/Technician.

I.4 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Contracts and Business Processes Branch Chief and shall not be binding until so approved.

I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.6 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. MAR 2001

a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(c) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

DTRS57-02-R-20021

SECTION J - LIST OF ATTACHMENTS

NONE

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 SIGNATURE - (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

Signature

Typed Name, Title

Offeror

Date

K.2 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB1998

This solicitation incorporates one or more solicitation provision by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

NUMBER	TITLE	DATE
52.203-12	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.	APR 1991
52.222-21	PROHIBITION OF SEGREGATED FACILITIES.	FEB 1999
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS).	MAY 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES.	FEB 1999

K.3 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name _____

TIN _____

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [*] have not [*], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [*] are not [*] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
--	--

_____	_____
_____	_____

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [*insert NAICS code*].

(2) The small business size standard is [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that -

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING. (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

[] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

[] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

[] (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

[] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION. (MAY 2001)

(a) Definitions. As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it--

[] is [] is not a historically black college or university;

[] is [] is not a minority institution.

K.12 52.227-6 ROYALTY INFORMATION. (APR 1984)

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

K.13 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] -

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provision by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

L.2 II. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) - SOLICITATION PROVISIONS

Number	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.	JUN 1999
52.215-1	Instructions to Offerors Competitive Acquisition.	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY.	OCT 1997
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.	APR 1001
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME.	OCT 1997

L.3 III. DEPARTMENT OF TRANSPORTATION ACQUISITION REGULATION (48 CFR CHAPTER 12 CLAUSES)

NUMBER	TITLE	DATE
1252.209-70	DISCLOSURE OF CONFLICTS OF INTEREST.	OCT 1994

L.4 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below: See Clause L.8 INSTRUCTIONS FOR SUBMISSION OF VOLUME II COST/BUSINESS PROPOSAL.

L.5 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (Task Order) contract resulting from this solicitation.

L.6 52.233-2 SERVICE OF PROTEST. (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Transportation
RSPA/Volpe National Transportation
Attn: Guy H. Hillman
55 Broadway, Kendall Square
Cambridge, MA 02142

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 GENERAL INFORMATION

TECHNICAL PROPOSAL -- INSTRUCTIONS TO OFFERORS

A. INTRODUCTION

Proposals must be structured in accordance with the instructions contained herein.

1. Organization and Appearance

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure, and will also assure maximum credit being properly assigned to the various aspects of your proposal.

2. Page Limits

The maximum number of pages that may be submitted is as follows:

- a. Past Performance:** The total overall page limit for the summaries of the Offeror's five most relevant contracts is 15. There is no limit for the list of other current contracts required, for past performance reports, or for any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Volpe Center.
- b. Capabilities of the Organization:** Resumes are subject to an overall page limitation of 102 pages. No more than 34 resumes can be submitted in accordance with the above breakdown.
- c. Response to Hypothetical Tasks:** The written material, including a matrix detailing the participation of each firm and individual proposed to be utilized shall not exceed five pages.

B. PROPOSAL CONTENT

Your technical proposal shall consist of three parts as follows:

1. PART 1 - PAST PERFORMANCE

Offerors shall submit their past performance information as a separate part of their proposal for both the Offeror and major (over 10% of the hours in the cost proposal) proposed subcontractors. Offerors shall submit this past performance data as a separate part of their proposal which is clearly marked and identifiable.

- a. Each Offeror will be evaluated on its performance under existing and prior contracts for similar products or services. Performance information will be used both for responsibility determinations and as an evaluation factor. References other than those provided by the Contractor may be contacted by the Government and the information received will be used in the evaluation of the Offeror's past performance.
- b. The Offeror must provide a list of contracts that it is currently performing or has completed within the past three years. The Offeror must make a good faith effort to insure that the list includes all prime contracts with a value over \$500,000 with the Federal Government. If the Offeror can demonstrate that including information on all prime contracts with the Federal Government over \$500,000 would create an undue burden on the Offeror because of the large number of applicable contracts, then the list may be reduced to reflect contracts that are most relevant and for which data is readily available. The Offeror must describe in its proposal what types of contracts were excluded, and what process was utilized to insure that all prime contracts with the Federal Government over \$500,000 relevant to the Statement of Work were included. However, the list must include all contracts that are clearly relevant such as those applicable contracts reflecting the involvement of the proposed project manager or principal investigators. If performance is evaluated for each Task Order under a contract, the list may be modified accordingly. The list may also include other contracts considered relevant by the Offeror including those with customers other than the Federal Government. Information regarding the Offeror's performance as a subcontractor with the Federal Government will be obtained from the prime Contractor. Include the following information for each contract:
 - 1) Name and address of customer
 - 2) Contract number
 - 3) Contract type
 - 4) Total contract value
 - 5) Description of contract work
 - 6) Contracting Officer address and telephone number
 - 7) Contracting Officer's Technical Representative's address and telephone number
 - 8) Administrative Contracting Officer, if different from item 6, address and telephone number
 - 9) List of major subcontractors
 - 10) Assessment of relevance to requirements identified in this solicitation.
 - 11) Whether any final or interim contract past performance report was or has been issued by the contracting agency. Copies of the final or most current past performance report must be submitted for the five most relevant contracts. Copies of reports on other than the five contracts considered most relevant by the Offeror should not be submitted as part of the proposal, but will be obtained by the Government if the Government considers the contracts relevant.
- c. From the above list, the Offeror must select no more than five contracts that it considers the most relevant in demonstrating its ability to perform the proposed effort. This list of most relevant contracts must be separated from the above list. Offerors may also include information on problems encountered on the five identified contracts and the Offeror's corrective actions.

- d. The Offeror is responsible for making all reasonable efforts to ensure that a completed evaluation report is provided for each of the five cited contracts no later than the due date for receipt of proposals. If the contracting activity has completed a Contractor evaluation report and provided a copy to the Offeror, particularly those completed in accordance with Subpart 42.15 of the FAR, a copy of this report is sufficient. If not, the Offeror is responsible for ensuring that a copy of the performance evaluation report is provided directly to the Volpe Center Contracting Officer by the appropriate customer responding official no later than the proposal submission date. If the customer has not developed its own past performance evaluation report form, VNTSC Form 4200.7, included as Exhibit A to the Technical Proposal Instructions, shall be provided to the customer. Information contained in the evaluation reports shall be considered sensitive and shall not be released to other Offerors. Failure of the Offeror to demonstrate that it has made all reasonable efforts to provide the required past performance reports will result in an unsatisfactory rating for this criteria. The Government reserves the right to obtain additional information from any of the referenced contract contacts and from other Government sources. If the Government receives negative past performance information, (indicating that performance was less than satisfactory) which is not accompanied by a response from the Offeror, a copy of the adverse information will be provided to the Offeror, which will be given a limited period in which to provide a response. If no response is received within the specified time-frame, the negative past performance information will be evaluated as submitted.
- e. Offerors must send a Client Authorization Letter, included as Exhibit B to the Technical Proposal Instructions, to all non-Federal Government references listed in their proposal to assist in the timely processing of past performance evaluations. Client Authorization Letters must be mailed to individual references no later than the proposal submission date. The Offeror shall include a copy of all completed Client Authorization Letters as part of the Past Performance submission.
- f. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors with no relevant past performance history or Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.
- g. In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed, to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.
- h. If the Offeror does not either include past performance history or affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.
- i. The overall page limit for the list of the five most relevant contracts (including any information on the problems encountered on the contracts) is 15. This page limit does not apply to the list of other less relevant contracts required, or any information submitted by the Offeror to demonstrate that it has made its best efforts to ensure that customers provide past performance reports to the Government.

EXHIBIT A

TECHNICAL SUPPORT IN STRUCTURE AND MECHANICS

RFP: DTRS57-02-R-20021

VNTSC FORM 4200.7

PAST PERFORMANCE EVALUATION FORM

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION		
CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim – Period Report From: _____ To: _____		
1. Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: \$ _____ (Base Plus Options) 4. Contract Award Date: _____ 5. Contract Completion Date: _____	
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:		
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.		
a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments:	0 1 2 3 4

SOURCE SELECTION INFORMATION - SEE FAR 3.104

VNTSC F 4200.7

(5/96)

OPI:85

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

SOURCE SELECTION INFORMATION - SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title: of Performance:				Period
Comments:				
Name/Title: of Performance:				Period
Comments:				
Name/Title: of Performance:				Period
Comments:				
Name/Title: of Performance:				Period
Comments:				
10. Would you recommend this firm for award? Please explain.				
11. COTR/Program Manager/Tech Monitor Name (Printed):				
				Signature
Phone/FAX/Internet Address:				Date:
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed):			Signature:	
Phone/FAX/Internet Address:			Date:	
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes				
Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed):			Signature	
Phone/FAX/Internet Address:			Date:	

SOURCE SELECTION INFORMATION - SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 - Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 - Minimally Acceptable - Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 - Satisfactory - Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 - Good - Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 - Exceptional - Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 - COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs.

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day to day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

Exhibit B

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province/Zip/Postal Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center RFP No. _____ for the procurement of _____. The Volpe Center is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state or local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
(Offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

PART 2

2 CAPABILITIES OF THE ORGANIZATION (STAFFING)

The purpose of this section is to evaluate the qualifications of the Offeror's personnel proposed for this contract, in terms of technical expertise, experience, education and qualifications relevant to the functional area requirements of this contract. Resumes shall be submitted for those individuals proposed to perform in the Key Personnel labor categories as identified in Clause I.2.

The resumes will be by name, the position currently held by that person, and his/her responsibilities, total years with the firm, and a brief description of experience, education and qualifications. Proposal assignments shall be keyed to personnel requirements as shown in the Statement of Work and should relate to proposed organizational structure. Also, in addition to applicable technical experience, resumes should reflect experience (if any) in managing and/or directing projects in a multi-task/multi-disciplinary/nonpersonal support services environment. Resumes should be provided for only those key personnel for whom the offeror can make a firm commitment to this contract. Any uncertainties and/or part-time staff assignment should be clearly identified. Resumes must also be verifiable in that relevant dates, and names and addresses of educational institutions and employers must be provided for all experience, education, and specialized training claimed. The Government will incorporate key personnel in Section I of the resulting contract.

Offerors shall submit, at a minimum, the number of resumes specified for the following labor categories:

<u>Labor Category</u>	<u>No. of Resumes (Minimum)</u>
Program Manager	1
Senior Engineer	3
Engineer	3
Junior Engineer/Technican	3

PART-3 RESPONSE TO HYPOTHETICAL TASKS

A. Topics

The offeror shall describe a plan on how each hypothetical task, provided as Exhibit B to the Technical Proposal Instructions, shall be accomplished, including technical approach, staffing, and management, and a cost proposal. The Offeror shall provide details relative to the roles, responsibilities, and level of involvement of the prime contractor, proposed subcontractors, and individuals. The Offeror shall describe its approach to forming and managing teams. The Offeror shall also discuss the critical technical issues and state-of-the art in each functional area.

EXHIBIT B

TECHNICAL SUPPORT IN STRUCTURE AND MECHANICS

RFP: DTRS57-02-R-20021
HYPOTHETICAL TASK DESCRIPTION

HYPOTHETICAL TASK Number 1 High Speed Rail Standards Application
2 In-Situ Rail Force Determination
3 Heavy Axle Load (HAL) Influence on Rail Integrity

Hypothetical Task 1: High Speed Rail Standards Application

Background: A high-speed rail consortium is proposing to implement high-speed rail service in a corridor on the Pacific Coast from San Francisco to Los Angeles. The plan is to upgrade existing rail corridors for 200mph operating speeds employing new European train set designs such as the ICE3 or the TGV. The tracks are required to carry both heavy haul freight and high-speed passenger traffic. Approval from the FRA has been sought by the consortium to apply the same track standards applied to Acela and its acceptance. FRA wants to evaluate the acceptability of this proposition in part by determining the vehicle specific loads that the proposed train operation applies to the track in order to guide the acceptability of the proposed rebuild. FRA has asked the Volpe Center to support this effort by developing a test plan responsive to this task and then participating in the tests, data reduction, analysis, and acceptability assessments.

Several choices are available for the potential tests. Special runs may be made on a segment of the Northeast Corridor north of Providence, Rhode Island on nights and weekends. The US DOT's Transportation Technology Center (TTC) in Pueblo, Colorado could be used as was in the original Acela testing. A designated portion of track on the existing Pacific corridor could be upgraded/rebuilt and used for tests. The final test plan could include a combination of all three options or if some other site may prove better, that too could be considered.

Specific Task Statement of Work: The contractor shall provide the necessary and appropriate personnel, services, equipment, facilities and support to complete the following items of work:

1. Develop the rationale and criteria for the proposed tests, the type, number and location of tests, and a clear description of the vehicle and track parameters that need to be determined/monitored, and how the expected results are to be used by the FRA to accept or reject the consortium's request.
2. Develop the experiment design and test plan in accordance with the rationale/criteria above. If there are measurements/parameters which might require new innovative instrumentation/measurement techniques (especially where past results were inadequate and need improvement), suggest what new concepts might be explored to provide the necessary data.
3. Recommend the appropriate vehicle-track interaction analyses, models, and predictive tools to be used in conjunction with the anticipated test data to perform the required evaluation studies. Where models are found to be insufficient for a particular application, recommend the required model development or improvement.
4. Document the results of the above in a technical report to be submitted to Volpe within eight (8) months from TO'S effective date.

Hypothetical Task 2: In-Situ Rail Force Determination

Background: A key element of rail safety depends on the control of thermal and mechanical forces in CWR to prevent catastrophic derailments due to track buckling, track lateral shift, and pull-apart failures. Considerable research has been focused on development of mathematical models to predict these failures, on the quantification of the key influencing parameters, and on preventive measures for problem mitigation. A significant component of problem mitigation is the control of the longitudinal force levels in CWR to within acceptable limits. This can be accomplished by imposing safety requirements on the allowable operational and environmental loads, and monitoring these loads through accepted measurement diagnostics. To date a non-destructive, accurate, and easily deployable longitudinal force measurement system, either vehicle or track borne, is not available, making the development of a CWR force measurement capability a major worldwide research need. For better management of derailment prevention due to rail fracture and track buckling, the in-situ rail stresses or neutral temperatures must be determined. Over the past several decades, many novel concepts/techniques have been suggested, evaluated and rejected, including concepts based on ultrasonic, acoustics, magneto-elasto-mechanics, Barkhausen-noise, vibro-elastics, x-ray diffraction, optical and mechanical strain sensing, and rail uplift flexure. The key requirements for this measurement to be successful are based on concepts/techniques which:

- Offer a non-destructive measurement capability
- Have the required measurement accuracy
- Can measuring the *absolute rail force*
- Are impervious to rail micro-structure, residual stress, and track/condition variations, and
- Are easily field or measurement car deployable

With the advent of new advances in the field of sensor technology including nanotechnology and MEMS-based diagnostics, the FRA needs to determine if there is a potential for a non-destructive technique that can be applied to continuous welded rail on both tangent and curved tracks that might be developed over the next five years. It has asked the Volpe Center to make this evaluation.

Specific Task Statement of Work: The contractor shall provide the necessary and appropriate personnel, services, equipment, facilities and support to complete the following items of work:

1. Review technology currently under development in other fields that might be applicable to the rail force measurement problem.
2. Evaluate the prospect/potential of MEMS and nanotechnology based approaches (or others as identified), and select method(s) that might be developed in the next 3-5 years, and indicate what breakthroughs in science would be required to make the techniques workable.
3. Prepare a plan to develop one or more of the most promising methods.
4. Assuming that a *successful measurement technique is available*, develop an approach for the application of the technique for CWR track buckling prevention pull-apart failure mitigation.
5. Document the results of the above in a comprehensive technical report to be submitted to Volpe in an electronic, editable file format six (6) months from TO'S effective date.

Hypothetical Task 3: Heavy Axle Load (HAL) Influence on Rail Integrity

Background:

In order to improve productivity, nominal rail car loads have increased in recent years. The gross rail load of a fully loaded freight car is now 312,000 lb (or 39,000 lb per wheel). These heavier loads (up 19%) are borne by the same track which used to support 263,000-lb vehicles (or 33,000 lb per wheel). Questions arise as to the impact of the increased load on rail equipment and the overall track structure (rail, ties, ballast, etc.).

After reviewing the accident statistics regarding derailments due to broken rails, you find that after a continuous decrease in these derailments since 1978, an upward trend has developed since 1995. You also learn that the majority of the increase on main line track (excluding sidings or yard track) has occurred on track designated as Class 1 and more specifically, on Class 1 track owned by Class I railroads. Class 1 track (the lowest FRA-designated track class excluding excepted track) is the subject of very little federal regulation. As such, the maximum operating speed on Class 1 track is restricted to 10 and 15 mph for freight and passenger trains, respectively, and track inspections are limited to visual examinations weekly (or twice weekly if passenger trains are operated). Class I railroads represent the largest railroads in the US (in terms of employee hours worked). Class I railroads are distinguished from Class II and III railroads which represent short line or regional operations.

Specific Task Statement of Work:

The contractor shall provide the necessary and appropriate personnel, services, equipment, facilities and support to complete the following items of work:

1. Given that you hypothesize that the increase in nominal axle load on otherwise unimproved track is the cause of the increased number of broken rail derailments, devise a plan to prove the hypothesis.
2. Understanding that internal flaw inspection is not required for Class 1 track under current FRA regulations, develop a realistic inspection requirement to control the increase in derailments due to rail breaks from internal defects and illustrate how your proposal will alleviate the problem.
3. Fracture mechanics models have been developed to estimate internal flaw growth rates due to simulated revenue service. These models have been calibrated using laboratory and field test data which are representative of 33,000-ton nominal axle loads. This data was time-consuming and expensive to obtain. Provide suggestions for alternative method for "tuning" the defect growth model to account for the increased loading without repeating the testing which was conducted for the lower loads.
4. Document the results of the above in a technical report to be submitted to Volpe in an electronic, editable file format four (4) months from TO'S effective date.

L.8 INSTRUCTIONS FOR SUBMISSION OF VOLUME II - COST/BUSINESS PROPOSAL

A. INTRODUCTION

1. The cost proposal will permit the Government to determine whether the proposed costs demonstrate cost realism.

"Cost realism" means the costs in an Offeror's proposal are:

- (a) realistic for the work to be performed;
- (b) reflect a clear understanding of the requirements; and
- (c) are consistent with the various elements of the Offeror's technical proposal.

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The cost proposal should be prepared in sufficient detail to permit thorough and complete evaluation by the Government without additional correspondence or communication. During its evaluation, the Government may request clarifications, answers to questions that assist in the Government's understanding of information contained in your cost proposal, or the correction of minor omissions or errors that do not alter the offer. However, the Government anticipates making award on initial offers and does not expect to hold discussions. Consequently, you are advised that failure to provide the required schedules and supporting calculations, narrative explanation, and documentation may result in the rejection of your offer if in the Government's best interest, rather than opening of discussions.

If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The checklist should be completed and submitted as part of your proposal.

2. **For evaluation purposes, Offerors are required to propose estimated costs using the labor hours and provided in Clause B.5 Level of Effort - IDIQ, and reiterated in Schedule 3 below.** Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal.
3. If any of the cost proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the Contracting Officer within 14 calendar days of the issuance date of the RFP.

B. FORMAT

In addition to the requirements set forth in FAR 52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997) - Alternate IV (Oct 1997, the cost/business proposal shall be submitted in three sections as follows:

Section I - Solicitation Documents
Section II - Information Other Than Cost and Pricing Data
Section III - Subcontracting Plan (not applicable to Small
Business offerors)

C. SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed SF 33 (page 1 of the solicitation) including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

D. SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

1. PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 and 3 should support it. In addition, as discussed in Paragraph L.5.C., Consistency between Technical and Cost/Business proposals, a matrix or matrixes showing how the hours are apportioned in each labor category must be provided in any format that can be easily read and understood by Government evaluators. The hours allocated to each person whose resume is provided in accordance with the technical instructions must be highlighted.

Accounting System Approval

The Volpe Center presently has no funds available with which to fund accounting system reviews. The Government will not award a contract or approve a cost-type subcontract to a firm whose accounting system has not been approved by the Defense Contract Audit Agency. Accounting systems reviews will be requested if funds become available, but award of a contract will not be delayed pending determination of an approved accounting system.

Labor

Regardless of the labor practices used, provide the proposed unloaded hourly labor rates for the labor categories (identified in Clause B.2-Level of Effort-IDIQ) on Schedule 3. Show all calculations used to compute the proposed direct labor rates, and provide the basis and rationale for the labor rates ; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories.

For individuals whose resumes are provided in the technical proposal, provide the current labor rates from payroll records and, also, those labor rates escalated to each contract year. **For contingent hires, the offeror shall provide a separate offering letter showing the offered and agreed upon salary, signed by the contingent hire.**

Uncompensated Overtime

Uncompensated overtime is defined as hours in excess of forty per week for which no additional compensation is paid in excess of the normal weekly salary for Fair Labor Standards Act (FLSA) exempt employees. Use of uncompensated overtime is not encouraged.

This procurement represents a dedicated staff performing at a Government facility. To maintain a level playing field for all offerors, and to eliminate gimmickry through the use of uncompensated overtime, all cost proposals must be priced excluding uncompensated overtime.

If an offeror's practice is to propose uncompensated overtime, it may provide information about its practice and an estimated cost impact.

Indirect Rates

The Government anticipates that offerors will use a field overhead rate because the work is being performed at a Government facility.

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases. Include all rates which the Offeror maintains in its accounting records which may be used during performance of this contract. Identify indirect rates which a Government audit agency has approved for forward pricing. Show the rates, allocation bases, and evidence of Government review and approval.

If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop and support the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

If an offeror has not previously maintained a field overhead rate but proposes one for this effort, it should ensure that sufficient information is provided so that the rate may be evaluated without discussion.

Other Direct Costs (ODC)

RFP Stipulated (Travel and Equipment): \$85,000. per year of contract performance, without escalation.

Offeror Estimated: Offerors should identify by nomenclature and estimate amounts for any additional ODC's which are anticipated to support the proposed effort. This includes any administrative and support labor estimated to be chargeable to this effort in accordance with the offeror's usual accounting practices (e.g. contract or subcontract administration, secretarial, purchasing agents, receivers, etc.). Indicate what types of administrative and support labor the offeror considers direct labor, and estimate hours for each type of labor. Provide an explanation for the estimated hours and show calculations. ODC's not identified and priced in your proposal, including any such administrative and support labor, will not be billable during performance without prior Contracting Officer approval.

Subcontracts

Subcontractors must submit a cost proposal in accordance with the cost proposal instructions in this section. Subcontracts estimated to exceed \$500,000 should be supported by a Proposal Cover Sheet. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why the contract type is anticipated must be included. The guidance in FAR Part 16 should be followed. For example, those Offerors contemplating time-and-material or labor-hour subcontracts shall follow the procedures specified in FAR Subpart 16.6. The following information should also be provided for time-and-material or labor-hour agreements (such as those with consultants): (1) Details of what cost elements are included in the rate and what costs, if any, will be charged in addition to the rate; (2) The result of the Offeror's analysis of invoices submitted to other clients by the subcontractor or consultant which support the proposed rate or rates; (3) A signed statement from the consultant or the subcontractor that the proposed rate is a "Most Favored Customer Rate," or the reason it was not offered; and (4) A rate comparison from the Offeror which indicates that the rate proposed is comparable to the rates other consultants or subcontractors receive for performing similar types of work.

The Offeror shall provide the names of the other consultants or subcontractors used in the comparison.

It is the responsibility of the prime Contractor to review and evaluate the subcontract proposal and accompanying cost or pricing data and furnish the results of such review to the Government as part of their cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal will be evaluated without it.

Escalation

State clearly the escalation rate used and provide rationale. Include actual, historical escalation for the past three (3) years and explain clearly your method of calculating it.

Cost of Money

Attach supporting calculations.

Profit Objectives

We consider fee and profit a function of competition, but we may utilize the weighted guidelines method in TAM 1215.9 and Appendix E to evaluate them. Your cost proposal should contain adequate data and rationale for any consideration you want included for Contract Risk and Special Factors.

2. PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL SCHEDULES

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fee/Profit." The schedule should be completed consistent with the Offeror's accounting practices and may be revised accordingly. The figures on this schedule must agree with the Proposal Cover Sheet.

Schedule 3: "Summary of Proposed Labor Cost." The amounts on those schedules should correspond to the amounts for labor in Schedule 2. The hours used to develop the prime Offeror's labor cost must correspond with the allocation of hours shown in the table of Clause B.2-Level of Effort-IDIQ in this solicitation.

SCHEDULE 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER			
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT			
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT			
2c. STREET ADDRESS				3c. TELEPHONE		3c. FACSIMILE	
2d. CITY	2e. STATE	2f. ZIP CODE		AREA CODE	NUMBER	AREA CODE	NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT (Check) <input type="checkbox"/> FFP <input type="checkbox"/> CPFF <input type="checkbox"/> CPAF <input type="checkbox"/> FPI <input type="checkbox"/> CPIF <input type="checkbox"/> OTHER (Specify)				5. <input type="checkbox"/> PRIME OFFEROR <input type="checkbox"/> SUBCONTRACTOR OFFEROR'S NAME _____ PRIME			
6. ESTIMATED COST, FEE AND PROFIT INFORMATION A. ESTIMATED COST B. FIXED FEE C. TOTAL COST PLUS FIXED FEE							
7. PROVIDE THE FOLLOWING							
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY			
STREET ADDRESS				STREET ADDRESS			
CITY	STATE	ZIP CODE		CITY	STATE	ZIP CODE	
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER	
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER	
NAME OF CONTACT				NAME OF CONTACT			
PROPERTY SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed				APPROXIMATE DATE OF LAST AUDIT			
PURCHASING SYSTEM <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined acceptable <input type="checkbox"/> Reviewed by cognizant contract administrative agency and determined not acceptable <input type="checkbox"/> Never reviewed				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)			
				ACCOUNTING SYSTEM <input type="checkbox"/> Audited and determined acceptable <input type="checkbox"/> Audited and determined not acceptable <input type="checkbox"/> Never audited			
8a. NAME OF OFFEROR (Typed)				9. NAME OF FIRM			
8b. TITLE OF OFFEROR (Typed)							
10. SIGNATURE						11. DATE OF SUBMISSION	

OFFEROR NAME : _____

SCHEDULE 2

SUMMARY OF PROPOSED COSTS AND FEE

<u>Cost Category</u>		<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>TOTAL</u>
	<u>Rates</u>					
Direct Labor						
Fringe Benefits	_____					
Overhead	_____					
Subcontracts ¹						
Other Direct Costs (ODC)		85,000.	85,000.	85,000.	85,000.	340,000
Offeror Estimated ODC						
ODC Burden	_____					
Subtotal						
G&A	_____					
Cost of Money						
Total Cost						
Fixed Fee						
TOTAL Cost Plus Fixed Fee						

¹ Not applicable to subcontractors

PRIME NAME: _____
 OR
 SUB NAME: _____

SCHEDULE 3

SUMMARY OF DIRECT LABOR COSTS

<u>A</u> LABOR CATEGORIES	<u>B</u> TOTAL LABOR HOURS	<u>C</u> DIRECT LABOR RATE (UNESCALATED)	<u>D</u> AVERAGE ESCALATION RATE BY CONTRACT YEAR				<u>E</u> DIRECT LABOR RATES ESCALATED TO CONTRACT MID-POINT (EST. NOV 2001)	<u>F</u> TOTAL AVERAGE DIRECT LABOR COST (COLUMN B x COLUMN E)
			YR 1	YR 2	YR 3	YR 4		
Program Manager	2,000							
Senior Engineer	17,000							
Engineer	6,500							
Junior Engineer/Technician	3,000							
Total	29,500							TOTAL:

SECTION III - SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, offerors who are not small business concerns shall submit a Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to subcontracted out. All cost and technical information must be included in the appropriate sections of the offeror's proposal in addition to the submission of the subcontracting plan. The socio-economic Volpe Center goals with the Small Business Administration are currently as follows:

<u>Subcontract Awards</u>	<u>Percent of Dollars Awarded</u>
Awards to Small Businesses	20%
Awards to Small Disadvantaged Businesses	10%
Awards to Women-Owned Businesses	5%

These goals are not intended to be mandatory but offerors are encouraged to keep these goals in mind when developing their subcontracting plan. Please note that these goals must be proposed as a percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged business owned by a women, may count toward each of the three goals.

L.9 SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of your bid, offer or amendment thereof, it is imperative that the outermost envelope/packaging which contains the bid/offer/amendment bear the attached label (if a label is provided herewith) or be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL EVALUATION INFORMATION

A. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the responsive and responsible Offeror whose offer provide the greatest overall value to the Government, based on the technical proposal and the cost/business proposal. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range.

B. Order of Importance. The evaluation factors other than cost, i.e., the technical proposal, when combined, are significantly more important than cost in the selection of Contractors for award. Notwithstanding this fact, Offerors are cautioned not to minimize the importance of the cost proposal. The cost evaluation will become more significant when the Past Performance, Capability of the Organization and Response to Hypothetical Tasks of the Offerors are closer; when these factors other than cost are essentially equal, cost may become the determining factor in making awards. The Government expects to award one contract under this solicitation.

M.2 TECHNICAL PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Past Performance, Capability of the Organization, and Response to Hypothetical Tasks in which the Offeror will demonstrate technical understanding and approach to management.

Criteria for Evaluation. The criterion for evaluation of each factor is described below. Your proposal will be evaluated in accordance with the criteria described below. It is important that you direct your proposal to the criteria and cover each appropriately as you respond to the proposal requirements. The Technical Proposal will be the most important factor in the evaluation of your proposal and in the selection of the Contractor. Notwithstanding the fact that the Technical Proposal is of significant importance in the overall evaluation, offerors are cautioned not to minimize the importance of the Business Proposal since award will be made to that offeror whose proposal is most advantageous to the Government after evaluation of both the Technical and Business Proposals.

1. The technical criteria include the following three major elements: Capability of the Organization (Parts A, B, C and D), Response to Hypothetical Tasks, and Past Performance. Specifically:

I. Capability of the Organization:

- (A) Staff Support/Qualifications: evaluation of the proposed staff's capability to support the spectrum of anticipated Task Items in view of experience, qualifications, and depth and soundness of technical background of each of the three staff categories: Project Manager, Core Technical Staff, and Adjunct Technical Staff.
- (B) Facilities: evaluation of contractor team's facilities, equipment, laboratory and field test support, computer systems, etc. supporting all the task item's requirements

(C) Management Program - evaluation of contractor team's ability to quickly assign qualified staff and facilities to a TO, soundness of the technical and fiscal management of the TO, and adequacy of management controls for timely and within budget performance of each task item.

(D) Task Item Capabilities: evaluation of the contractor team's capability to support each of the six Task Items

II. Hypothetical Task - The hypothetical tasks will be evaluated for the completeness, soundness, practicality, and relevancy of the response to each item of the hypothetical task, main emphases being on problem formulation, technical approach, and managerial approach for obtaining a technically adequate result within a reasonable period of performance and funding level.

III. Past Performance - The Government will evaluate information on past performance provided by the Offeror and obtained from other entities. Any past performance score of less than satisfactory may be cause for rejection of the proposal. If subsequent discussions are conducted, the Offeror will be allowed to address unfavorable information that he has not previously had the opportunity to review. If the Offeror does not have a past performance history, the Offeror will not be evaluated on this factor.

The above criteria are weighted along the following *approximate* levels of importance:

I is weighted higher than II. II is weighted higher than III.

M.3 COST/BUSINESS EVALUATION CRITERIA (JUN 2001)

COST/BUSINESS EVALUATION CRITERIA

1. Proposed costs will be evaluated for fairness, reasonableness and realism. Cost realism, as defined and discussed in FAR 15.401 and 15.401-1(d), will be conducted on all line items. The Government will calculate probable cost for CLIN 0001. The probable cost developed as a result of the cost realism analysis may differ from proposed cost. The probable cost shall be used for purposes of evaluation to determine the best value and will be used in the selection decision.
2. These cost/business evaluation criteria are not necessarily in order of importance, nor will the criteria be numerically scored.
 - a. Fairness, reasonableness, and cost realism of proposed cost;
 - b. Consistency between cost and technical proposals;
 - c. Compensation of professional employees will be evaluated in accordance with Section L, FAR 52.222-46;
 - d. Uncompensated overtime, if any, will be evaluated in accordance with Section L, FAR 52.237-10; and
 - e. Acceptability of the Small, Small Disadvantage and Women-Owned Small Business Subcontracting Plan, if applicable (Section I, FAR 52.219-9).

52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA.	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997